

MISCELLANEOUS RECORD

WITNESS the execution hereof on this the 9th day of June, A.D. 1930.

Signed and delivered in the presence of the undersigned witnesses:

John Hornby
Mrs. Martha Hornby

Dean E. Snethen
H. H. Morton
Right of Way Agent.

STATE OF NEBRASKA )
LANCASTER COUNTY ) SS.

On this 9th day of June, A.D. 1930, before me, the undersigned, Dean E. Snethen, a Notary Public, duly commissioned and qualified for and residing in said county, personally came John Hornby and Mrs. Martha Hornby,-- to me known to be the identical persons whose names -- affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Dean E. Snethen, Notary Public

My commission expires the 5th day of July, 1934.



\*\*\*\*\*

Right of Way Grant
L. K. Schoenleber & Wife
To
Mo. Valley Pipe Line Co. of Neb.
Filed for Record
August 7, 1930, at 11:30 A. M.
T. E. Wheeler, Register of Deeds
By J. G. Vaughan, Deputy
Fee \$1.20

Form 2
STATE OF NEBRASKA )
COUNTY OF LANCASTER ) SS. KNOW ALL MEN BY THESE PRESENTS:
That for and in consideration of Forty and no/100 (\$40.00) Dollars to the undersigned (herein styled Grantor whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND CONVEY unto MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA, (herein styled Grantee), its successors and assigns, the right of way and easement to construct,

maintain and operate pipe lines and appurtenances thereto or to cause to be constructed, maintained and operated pipe lines and appurtenances thereto, and to construct, maintain and operate telegraph and telephone lines in connection therewith or to cause to be constructed, maintained and operated telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over and through the following described lands situated in Lancaster County, State of Nebraska, to-wit: The Southwest Quarter (1/4) of Section Twenty-four (24) in Township Ten (10) N, Range Seven (7) E. Line to be laid within thirty feet of the property line along the South side of above described property. This contract replaces and supersedes contract under date of June 13, 1930.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said Premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed

# MISC. BOOK

174

## MISCELLANEOUS RECORD

by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

If a telephone or telegraph lines be constructed under this grant, the poles shall be placed in fence lines around said land and not across said land.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 5th day of August, A.D., 1930.

Signed and delivered in the presence of the undersigned witnesses:

L. K. Schoenleber  
Charlotta Schoenleber

Dean E. Snethen

Ralph Floyd  
Right of Way Agent

STATE OF NEBRASKA )  
LANCASTER COUNTY ) SS.

On this 5th day of August, A.D. 1930, before me, the undersigned Dean E. Snethen, a Notary Public, duly commissioned and qualified for and residing in said county, personally came L. K. Schoenleber and Charlotta Schoenleber, (husband and wife) to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Dean E. Snethen, Notary Public

My commission expires the 5th day of July, 1934.



\*\*\*\*\*

Right of Way Grant

Form 2

Persis L. Munn Andrews, et al

STATE OF NEBRASKA )  
COUNTY OF LANCASTER )

SS. KNOW ALL MEN BY THESE PRESENTS:

To

Mo. Valley Pipe Line Co. of Nebr.)

That for and in consideration of One Hundred Dollars

Filed for Record

(\$100.00) Dollars to the undersigned (herein styled

August 9, 1930, at 10:25 A. M.

Grantor, whether one or more) paid, the receipt of which

T. E. Wheeler, Register of Deeds

is hereby acknowledged, the said Grantor does hereby

By J. G. Vaughan, Deputy

GRANT, SELL AND CONVEY unto MISSOURI VALLEY PIPE LINE

Fee \$1.20-

COMPANY OF NEBRASKA (herein styled Grantee), its successors and assigns, the right of way and easement to

construct, maintain and operate pipe lines and appurtenances thereto or to cause to be constructed, maintained, and operated pipe lines and appurtenances thereto, and to construct, maintain and operate telegraph and telephone lines in connection therewith or to cause to be constructed, maintained and operated telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over and through the following described lands situated in Lancaster County, State of Nebraska, to-wit: The north half (N $\frac{1}{2}$ ) of the northwest quarter (NW $\frac{1}{4}$ ) of Section twenty-seven (27) in Township eleven, (11)--Range 8 E.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part. The said Grantor is to fully use and enjoy the said premises, except for the purposes

# 174

# PAG